



**COMMISSION ACTION REPORT**  
**TO:** Airport Advisory Commission  
**FROM:** Airport Staff  
**SUBJECT/PROJECT NAME:** Approval of Minutes.

**Agenda Item No.:** \_\_\_\_

**Meeting Date:** 08/11/04

**Staff Contact:** Scott Gray, C.M.

**Phone:** (480) 312-7735

## **ACTION**

Review and approval of the Minutes of the Airport Advisory Commission Meeting of June 9, 2004.

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Scott T. Gray, C.M., C.A.E.  
Aviation Director

Attachment(s): (1) Draft Minutes of the Airport Advisory Commission Meeting of June 9, 2004.

Action  
Taken

**SCOTTSDALE AIRPORT ADVISORY COMMISSION  
15000 NORTH AIRPORT DRIVE, SCOTTSDALE, AZ**

**JUNE 9, 2004  
REGULAR MEETING**

**MINUTES**

**PRESENT:** Donald Maxwell, Chairman  
Tom Guilfooy  
Fred Madanick  
Leonard Tinnan, Vice Chairman  
Mike Osborne

**ABSENT:** Bill Mack  
Phil Vickers

**STAFF:** Scott Gray, Aviation Director  
Chris Read, Assistant Aviation Director  
Matt Johnson, Airport Specialist  
Jennifer Lewis, Aviation Planner  
Mary O'Connor, GM, Transportation

**CALL TO ORDER**

Chairman Maxwell called the meeting to order at 6:02 p.m.

**ROLL CALL**

A formal roll call confirmed members present /absent as stated above.

**APPROVAL OF MINUTES**

**Item 1 - Action**

Approval of the Minutes of the May 12, 2004 Meeting.

Vice Chairman Tinnan made a motion to approve the minutes of the May 12, 2004 meeting. Commissioner Osborne seconded the motion and the minutes were approved by a vote of 5-0.

**PUBLIC COMMENT**

None.

**AERONAUTICAL BUSINESS PERMIT(S)**

**Item 2 – Action**

Ratification of Airpark Aeronautical Business Permit for Flightworks Executive Charter, Inc., to Conduct Aircraft Charter and Aircraft Management Services in the Scottsdale Airpark.

Mr. Matt Johnson advised the Commission that Flightworks Executive Charter, Inc. has applied for an Airpark Aeronautical Business Permit to conduct aircraft charter and aircraft management services in the Scottsdale Airpark. Mr. Johnson noted that Flightworks Executive Charter, Inc. has provided all the appropriate documentation as required in the Airpark Minimum Operating Standards and has a current 135 Certificate on file. Mr. Johnson stated that Flightworks would be in an existing Airpark hangar facility, and the associated permit fees are anticipated to generate approximately \$3,000 in annual revenue to the Aviation Enterprise Fund. Mr. Johnson advised the Commission that Mr. Paul Blair, representing Flightworks Executive Charter, Inc., was present to answer any questions from the Commission. There were no questions from the Commission.

Vice Chairman Tinnan made a motion to approve ratification of the Airpark Aeronautical Business Permit for Flightworks Executive Charter, Inc. Commissioner Madanick seconded the motion and it was approved by a vote of 5-0.

**Item 3 – Action**

Ratification of Airport Aeronautical Business Permit for All Nations Air to Conduct Aircraft Charter Services at Scottsdale Airport.

Mr. Johnson advised the Commission that a representative for All Nations Air, L.L.C. was not able to attend this evening's meeting. He requested this item be tabled to the next meeting.

Vice Chairman Tinnan inquired why All Nation's Air permit is for charter services, but it states they will provide Air Ambulance services.

Mr. Johnson responded that under Airport Minimum Operating Standards, air ambulance services fits under the category of aircraft charter services and it is a Part 135 carrier.

**Item 4 – Information**

Aeronautical Business Permit Additions, Cancellations, or Revocations.

Mr. Johnson advised the Commission there were no changes to the current list of tenants and permittees.

**GENERAL BUSINESS**

**Item 5 - Action**

Consider Adoption of Resolution No. 6500 to Authorize Intergovernmental Agreement (IGA) No. 2004-096-COS between ADOT Aeronautics and the City of Scottsdale for Pavement Preservation at Scottsdale Airport.

Mr. Chris Read advised the Commission this is an action item to consider a recommendation to the City Council to adopt Resolution No. 6500 and Authorize Intergovernmental Agreement No. 2004-096-COS between the Arizona Department of Transportation (ADOT) and the City of Scottsdale for the purpose of conducting pavement preservation work at Scottsdale Airport. Mr. Read noted this project is part of a new ADOT-initiated pavement preservation program that was created to save money by combining similar projects from several airports and bidding them at the same time. Mr. Read stated last year's overlay of the Alpha taxiway was part of the same program. He added this year they plan to overlay all the west side aircraft parking aprons with one-inch rubberized asphalt, which will take place between the Scottsdale FBO facility to the north and continue south to the Delta ramp. Mr. Read stated the project was scheduled in phases to create as little disruption as possible to business owners and aircraft, however, some aircraft will have to be relocated while certain phases are taking place. He added each phase is expected to take between five to six days. Mr. Read noted the total project time is approximately one month.

Commissioner Guilfoxy inquired if there would be adequate parking to move the aircraft. Mr. Read responded there would be, and that all the aircraft would be securely tied down. Chairman Maxwell inquired if the project would necessitate any runway closures. Mr. Read responded there would be no runway closures due to this project.

Vice Chairman Tinnan asked for clarification of the numbers in the IGA as they were not the same as those on the fact sheet. Mr. Gray responded that between the time the intergovernmental was written and the Commission Action Report was prepared, the engineers updated their numbers and the numbers that are attached to the IGA are the newest.

Vice Chairman Tinnan inquired if the City has to provide 10 percent of the funding. Mr. Gray responded that was correct. Mr. Gray noted the number might change when they do the as-built change orders, however, it should be fairly close to the \$1,145,000 figure. Vice Chairman Tinnan asked if the money was covered in the C.I.P. Mr. Gray responded that the City's 10 percent portion is provided for in the C.I.P.

Commissioner Guilfooy inquired if there was any material change in language between this IGA and the previous IGA to cover the same type of work. Mr. Gray responded this is only the second time they have used this type of project so this would be the same standard as the one before. Normally, they have a grant agreement much larger than this where the City funds all of the money and then requests a reimbursement of 90 percent. In this particular case, ADOT is paying the 90 percent directly and the City paying ADOT the 10 percent. Commissioner Guilfooy inquired if the City pays the 10 percent upon completion of the project. Mr. Gray responded he believes the City pays it up-front and if there is any difference in actual cost when the project is completely, the City is either refunded or pays any deficit.

Vice Chairman Tinnan made a motion to recommend to the City Council Adoption of Resolution No. 6500 Authorizing Intergovernmental Agreement No. 2004-096-COS between ADOT and the City of Scottsdale. Commissioner Guilfooy seconded the motion and it passed by a vote of 5-0.

## **PILOT/COMMUNITY OUTREACH UPDATE**

### **6. Information**

#### **May 2004 Noise Report.**

Ms. Jennifer Lewis advised the Commission that the noise complaint total was down in comparison to April and there were 700 less complaints. Ms. Lewis noted that operations were up slightly and there were 10 callers out of 29 that accounted for 93 percent of the total complaints. Ms. Lewis stated there was one new caller who happened to be the husband of someone who normally calls to complain. The new caller did not request any information and therefore staff did not contact that caller.

Ms. Lewis stated that staff met with the Arizona Flight Training Working Group, and attended the Arizona Business Aircraft Association meeting. Ms. Lewis added they also met with the helicopter operators to discuss implementation of a new Helicopter Letter of Agreement between the FAA and helicopter operators. Ms. Lewis stated the new Letter of Agreement was signed by many of the helicopter operators, and there are others who are using the new procedures which went into effect June 1<sup>st</sup>. Ms. Lewis stated they are also proceeding with a new helicopter pilot guide, which they hope to have printed and available for distribution by the end of June.

Commissioner Madanick inquired what the response was from the helicopter schools. Ms. Lewis responded that generally the helicopter schools are very cooperative with procedures they are asked to follow. She added that the helicopter schools that attended the May meeting were in agreement with the new Letter of Agreement and were committed to sign it.

Commissioner Guilfooy stated the larger helicopter operators in the area were Quantum, Silverstates, Universal, Southwest, and Skywatch and he wanted to know who else attended the meeting. Ms. Lewis stated she believed all the operators Commissioner Guilfooy named were in attendance. She stated the helicopter operator that did not attend and which is based here is Universal Helicopters. Commissioner Madanick inquired if Universal Helicopters gave a reason why they could not attend. Ms. Lewis responded when she scheduled the meeting, Universal confirmed they would attend so their absence at the meeting was unexpected. Ms. Lewis stated, however, that Universal has committed to follow noise abatement procedures and has sent a letter stating so. She added that this agreement is an agreement between the FAA and helicopter operators, and the Scottsdale ATCT Manager has informed her that he will be contacting Universal personally to find out their intentions.

Commissioner Guilfooy inquired if the news helicopter representatives were also present. Ms. Lewis stated she believes they were all in attendance and they are all in agreement with the new procedures. Commissioner Madanick asked whom do they get the commitment from. Ms. Lewis stated it is generally the chief pilot or the main pilot for the aircraft.

## **OPERATIONS UPDATE**

### **7. Information**

Review of Airport Operations for May 2004.

Mr. Read asked the Commission if they had any questions concerning the Airport Operations update for the month of May. There were no questions from the Commission.

### **8. Information**

Transportation Security Administration (TSA) Security Guidelines for General Aviation Airports.

Mr. Read advised the Commission that the TSA has released their much-anticipated document concerning security at general aviation airports. Mr. Read noted it is not a regulatory document and is intended to be used as a guideline for airports that are not served by scheduled airline service. Mr. Read added they would be discussing the document in detail at the next Airport Security Committee meeting on June 24<sup>th</sup>.

Commissioner Guilfooy asked what was staff's experience concerning information publications becoming practice and then becoming enforceable. Mr. Gray responded that this is new for the TSA, but from the FAA's perspective they have numerous advisory circulars and normally you would think the term advisory meant only that, but in fact it is well beyond advisory and actually somewhat mandatory in nature. Mr. Gray stated his guess is that the TSA was solicited by a number of aviation groups that did not want any of the guidelines to be mandatory, therefore, they did not use the name "advisory circular," they used the word "guidelines", which in their opinion is a looser term. Mr. Gray added these are just their suggestions, however, he believes that at some point in time, they may implement some specific measures, especially if there are any further terrorist-type activities involving aircraft.

Commissioner Madanick inquired what cooperation they are getting from the flight schools. Mr. Gray responded that a representative from each of the based flight schools would be invited to the next Airport Security Committee meeting, however, they have not been a part of the group in the past.

### **9. Information**

FY 2004/2005 Capital Improvements Projects Schedule Update.

Mr. Read stated he wanted to bring to the Commission's attention one additional major improvement project that may take place before year-end depending on receipt of an FAA grant. He added they heard they have a grant coming from the FAA, however, they have not seen it yet. Mr. Read stated if they do receive the grant, they plan on making runway safety area improvements to the infield area next to the runway between the taxiways by placing crushed rock aggregate over the dirt areas. Mr. Read said the rock would stop soil erosion, keep FOD down, and prevent dust and grit from being blown around by helicopters. He added the rock aggregate would be a much needed improvement at Scottsdale Airport.

Vice Chairman Tinnan inquired if the project would be fully funded by the FAA grant. Mr. Read responded that it would not. Mr. Gray added that the typical state funded projects are 90-10 split; the federal program used to be 91.06 percent. However, in the recent Air 100 legislation that changed to 95 percent federal, 2.5 percent state and 2.5 percent city. Therefore, 2.5 percent of the total is what the City would pay. Mr. Gray stated the total project amount is about \$1.5 million.

Mr. Read advised the Commission that this item would be brought back to the Commission as an action item and more detail will be provided at that time.

## **MEETING SCHEDULE**

### **10. Action**

Review/Modify 2004 Meeting Schedule.

Chairman Maxwell inquired if the July 14<sup>th</sup> meeting could be moved as he will be out of town that day. The Commission discussed alternate dates such as July 7<sup>th</sup> or July 21<sup>st</sup>.

Vice Chairman Tinnan asked if they could combine the July and August meeting. Mr. Gray advised the Commission the ADOT pavement preservation project is on the City Council agenda for July 7<sup>th</sup>. Mr. Gray advised they could still have the Commission meeting on the 7<sup>th</sup>, however, one staff member would have to be present at the Council meeting downtown.

Chairman Maxwell asked if there were any other major projects that would influence the meeting schedule. Mr. Gray responded the only other major issue is the FAA project they just discussed which would have to be brought to the Commission before it goes to the City Council on August 30<sup>th</sup>.

The Commission agreed to cancel the July 14, 2004 meeting and the next meeting will be August 11<sup>th</sup>.

Mr. Gray advised the Commission the City Council Subcommittee on Regional Aviation Issues has cancelled their June, July, and August meetings. Their next meeting will be September 15<sup>th</sup>.

## **PUBLIC COMMENT**

None.

## **DIRECTOR'S REPORT**

None.

## **ITEMS FROM THE COMMISSION**

Chairman Maxwell mentioned the newspaper article written by Mr. Keith Grayson where he called the Commission impotent and referred to Part 36. Mr. Gray noted that Mr. Grayson was the gentleman who attended a recent Commission meeting and spoke about glidescopes. Mr. Gray stated he believes Mr. Grayson's article was referring to Stage 2 bans in general, and is confusing it with Part 36 which refers to Stage 2 and 3 compliance.

## **ADJOURNMENT**

The meeting was adjourned at 6:30 p.m.

Respectfully submitted,

D. Maggiola  
Administrative Secretary

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Ratification of Airport  
Aeronautical Business Permit for All Nations Air, LLC.**Agenda Item No.:** \_\_\_\_**Meeting Date:** 08/11/04**Staff Contact:** Matt Johnson**Phone:** (480) 312-8475**ACTION**

Ratification of Airport Aeronautical Business Permit for All Nations Air, LLC to provide aircraft charter services at Scottsdale Airport.

**PURPOSE**

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted on the airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. All Nations Air, LLC has requested an Airport Aeronautical Business Permit to conduct aircraft charter services at Scottsdale Airport.

**APPLICANT(S)**

Mr. Fred Tsosie, Chief Operation Officer  
All Nations Air, LLC  
15115 N. Airport Drive, Suite #10  
Scottsdale, AZ 85260  
(480) 998-8223

**KEY CONSIDERATIONS**

- All Nations Air, LLC has provided the appropriate documentation as required in the Airport Minimum Operating Standards.
- Insurance requirements have been met, naming City of Scottsdale as additional insured.
- All Nations Air, LLC has three aircraft, a Lear 35A, Lear 25, and an Aero Commander which will be based at Scottsdale FBO.
- All Nations Air, LLC will be providing air ambulance services.
- The associated permit fees are anticipated to generate approximately \$6,000.00 in annual revenue to the Aviation Enterprise Fund.

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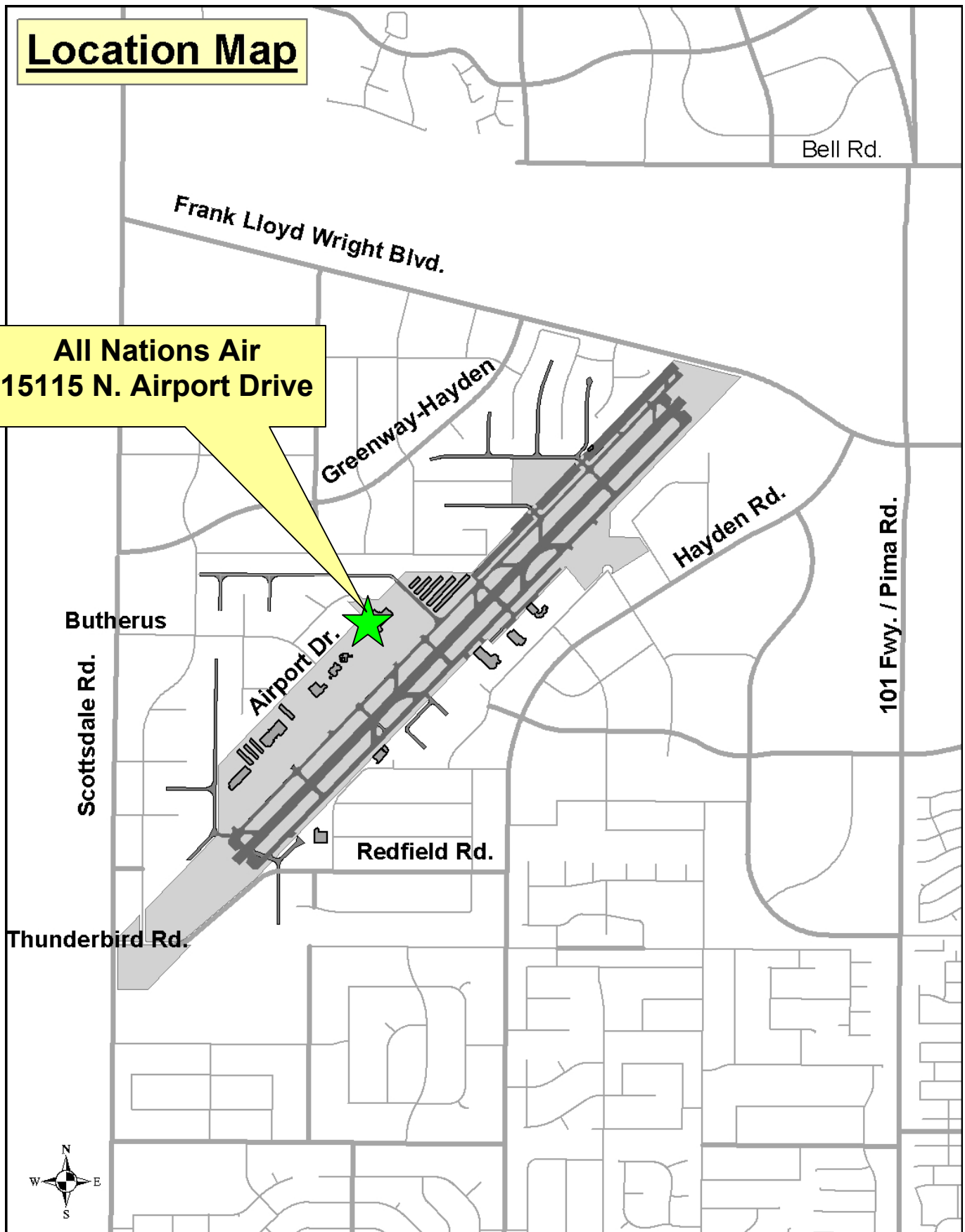
Scott T. Gray, C.M., C.A.E.  
Aviation Director

Attachment(s): (1) Completed Airport Aeronautical Business Permit Form

Action  
Taken

## Location Map

**All Nations Air  
15115 N. Airport Drive**







# SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT

(Required to conduct commercial aeronautical activity on the airport)

Business or activity to be conducted (Check all that apply):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Aircraft Charter Services                         | <input type="checkbox"/> Aircraft Washing Service          |
| <input type="checkbox"/> Aircraft Leasing or Rental Services                          | <input type="checkbox"/> Hangar/Shade Leasing Services     |
| <input type="checkbox"/> Aircraft Maintenance and Repair Services                     | <input type="checkbox"/> Flight Training Services          |
| <input type="checkbox"/> Aircraft Management  | <input type="checkbox"/> Fixed Base Operator               |
| <input type="checkbox"/> Aircraft Sales Services                                      | <input type="checkbox"/> On-Airport Rental Car Concession  |
| <input type="checkbox"/> Aircraft Mobile Maintenance and Repair Services              | <input type="checkbox"/> Off-Airport Rental Car Concession |
| <input type="checkbox"/> Specialized Aircraft Repair Services (list service) _____    |  |
| <input type="checkbox"/> Specialized Commercial Flying Services (list services) _____ |  |
| <input type="checkbox"/> Other _____  |  |

**FILE**  
ABP# 2004-101

*These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.*

Applicant: All Nations Air, L.L.C.  
Authorized Representative: Fred Tsosie Title: Chief Operating Officer  
Business Address: 15115 N. Airport Dr. Suite 10  
City, State, Zip: Scottsdale, AZ 85260  
Billing Address: 15115 N. Airport Dr. Suite 10  
City, State, Zip: Scottsdale, AZ 85260  
Phone: (work): 480 998 8223 (fax): 480 991 4246 (emergency): 602 617 6757

*The Applicant hereby requests the above action(s) from the city for the privilege of conducting commercial aeronautical activities on the airport and/or in the airpark, and in consideration of this request being granted agrees to the following:*

- ➔ **FEE PAYMENT:** The Applicant agrees to pay all applicable monthly fees on time by the twentieth (20) day of each month, and all required fee including late fees, interest and penalties without deduction of any kind.
- ➔ **PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to only the approved business activity listed above.
- ➔ **INFORMATION CHANGES:** The Applicant shall notify the Airport Administration Office in writing within fifteen (15) days of any change to the information provided on this form.
- ➔ **INDEMNIFICATION:** The Applicant shall indemnify the city pursuant to Chapter 5 of the Scottsdale Revised Code.
- ➔ **COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

*The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.*

[Signature]  
Authorized Representative's Signature

5.24.04  
Date signed

Return Original To: 15000 North Airport Drive, Suite 200, Scottsdale, AZ 85260

\*\*\*\*\* Airport Administration Use Only \*\*\*\*\*

*Indicate documents provided to applicant*

☒ City Code - Chapter Five

☐ Airpark Minimum Operating Standards

☐ Airpark Rule and Regulations

☐ Airport Wingspan Restriction Map

☒ Airport Rules and Regulations

☐ Receipt for Payment of Fees

☒ Airport Minimum Operating Standards

*Attach copies of applicable documents*

☐ Lease/License agreement

☒ FAA Certificates

☒ Sublease agreement

☒ Certificates of Insurance

☒ Airport Driver/Vehicle Permit

☒ Business/Privilege Tax License

\*\*\*\*\*  
AIRPORT DIRECTOR'S COMMENTS

No stipulations

Approved by

Matt R. Johnson  
Airport Director (or designee)

7/14/04  
Date signed

AIRPORT ADVISORY COMMISSION'S COMMENTS

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Ratification of Airport  
Aeronautical Business Permit for ARC Aviation, LLC.**Agenda Item No.:** \_\_\_\_**Meeting Date:** 08/11/04**Staff Contact:** Matt Johnson**Phone:** (480) 312-8475**ACTION**

Ratification of Airport Aeronautical Business Permit for ARC Aviation, LLC to provide aircraft leasing or rental services, aircraft management and flight training services at Scottsdale Airport.

**PURPOSE**

Pursuant to Scottsdale Revised Code, Chapter 5, Article 3, commercial aeronautical activity conducted on the airport requires a valid Airport Aeronautical Business Permit. In addition, the Airport Minimum Operating Standards outlines the process for obtaining such a permit. ARC Aviation, LLC has requested an Airport Aeronautical Business Permit to conduct aircraft leasing or rental services, aircraft management and flight training services at Scottsdale Airport.

**APPLICANT(S)**

Mr. Chad J. Verdaglio, President  
ARC Aviation, LLC  
15000 N. Airport Dr., Suite #6  
Scottsdale, AZ 85260  
(480) 922-2723

**KEY CONSIDERATIONS**

- ARC Aviation, LLC has provided the appropriate documentation as required in the Airport Minimum Operating Standards.
- Insurance requirements have been met, naming City of Scottsdale as additional insured.
- ARC Aviation, LLC is currently using one (1) tiedown.
- ARC Aviation, LLC has a one-year Revocable License Agreement, dated February 23, 2004 for office space in the Airport Terminal Building.
- The associated fees are anticipated to generate approximately \$1,500.00 in annual revenue to the Aviation Enterprise Fund.

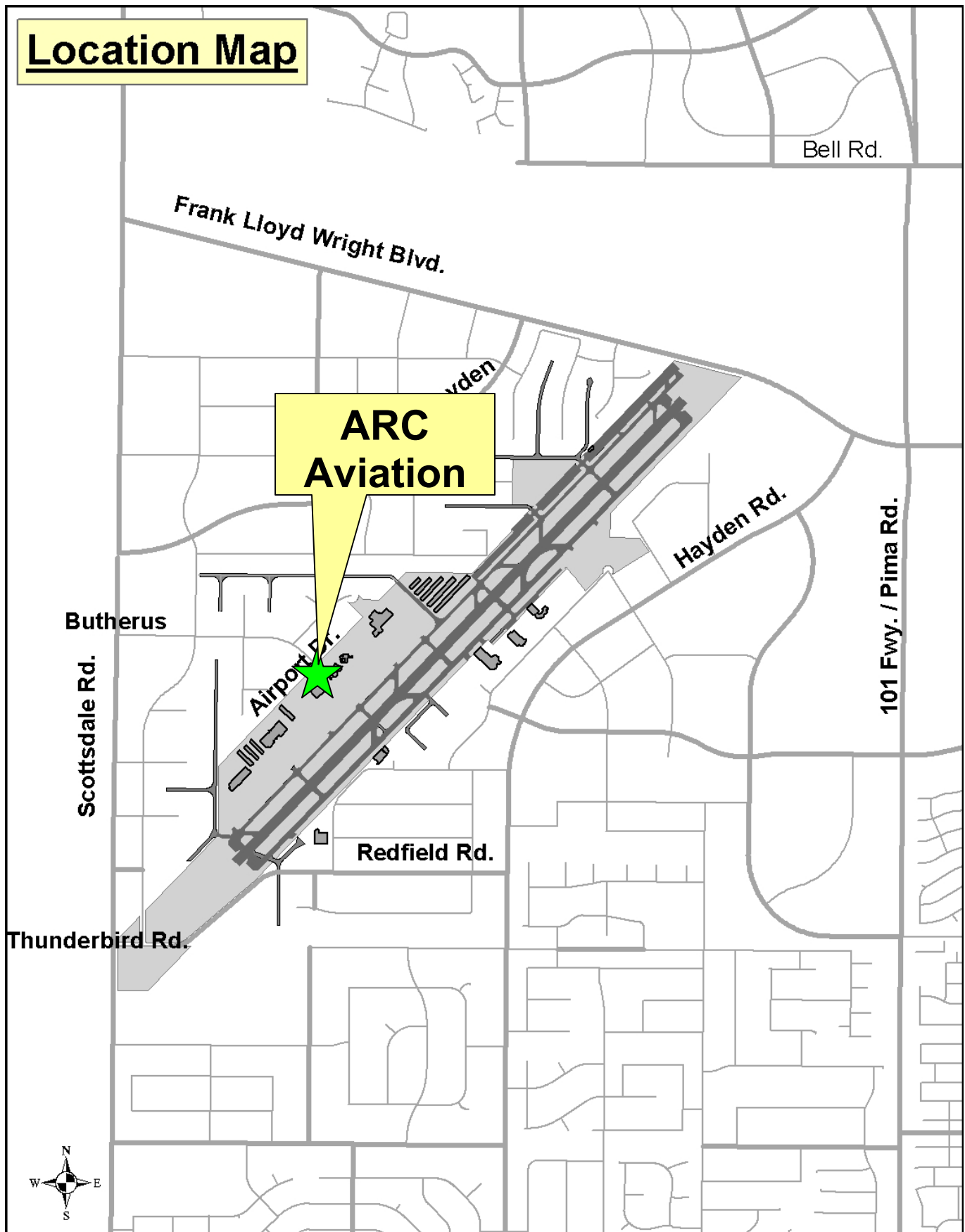
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Scott T. Gray, C.M., C.A.E.  
Aviation Director

Attachment(s): (1) Completed Airport Aeronautical Business Permit Form

Action  
Taken

## Location Map





# SCOTTSDALE AIRPORT AERONAUTICAL BUSINESS PERMIT

(Required to conduct commercial aeronautical activity on the airport)

Business or activity to be conducted (Check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Aircraft Charter Services                                    | <input type="checkbox"/> Aircraft Washing Service            |
| <input checked="" type="checkbox"/> Aircraft Leasing or Rental Services               | <input type="checkbox"/> Hangar/Shade Leasing Services       |
| <input type="checkbox"/> Aircraft Maintenance and Repair Services                     | <input checked="" type="checkbox"/> Flight Training Services |
| <input checked="" type="checkbox"/> Aircraft Management                               | <input type="checkbox"/> Fixed Base Operator                 |
| <input type="checkbox"/> Aircraft Sales Services                                      | <input type="checkbox"/> On-Airport Rental Car Concession    |
| <input type="checkbox"/> Aircraft Mobile Maintenance and Repair Services              | <input type="checkbox"/> Off-Airport Rental Car Concession   |
| <input type="checkbox"/> Specialized Aircraft Repair Services (list service) _____    |  |
| <input type="checkbox"/> Specialized Commercial Flying Services (list services) _____ |  |
| <input type="checkbox"/> Other _____  |  |

*These activities are limited to the airport by ordinance. Please refer to the Airport Minimum Operating Standards for further information on each type of business.*

Applicant: Arc Aviation, LLC

Authorized Representative: Chad J. Verdaglio Title: President

Business Address: 15000 N. Airport Dr. Suite #6

City, State, Zip: Scottsdale, AZ 85260

Billing Address: Same As Above

City, State, Zip: Same As Above

Phone: (work): 480-922-2723 (fax): 480-922-5653 (emergency): 480-510-9608

*The Applicant hereby requests the above action(s) from the city for the privilege of conducting commercial aeronautical activities on the airport and/or in the airpark, and in consideration of this request being granted agrees to the following:*

- **FEE PAYMENT:** The Applicant agrees to pay all applicable monthly fees on time by the twentieth (20) day of each month, and all required fee including late fees, interest and penalties without deduction of any kind.
- **PERMIT LIMITATIONS:** This permit may not be assigned or transferred, and is limited to only the approved business activity listed above.
- **INFORMATION CHANGES:** The Applicant shall notify the Airport Administration Office in writing within fifteen (15) days of any change to the information provided on this form.
- **INDEMNIFICATION:** The Applicant shall indemnify the city pursuant to Chapter 5 of the Scottsdale Revised Code.
- **COMPLIANCE WITH THE LAW:** The Applicant shall comply with all applicable laws, ordinances, rules and regulations.

*The undersigned representative certifies he/she is authorized to sign for the business and acknowledges receipt of a copy of this permit.*

[Signature]  
Authorized Representative's Signature

7-21-2008  
Date signed

\*\*\*\*\* Airport Administration Use Only \*\*\*\*\*

*Indicate documents provided to applicant*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> City Code - Chapter Five            | <input type="checkbox"/> Airpark Minimum Operating Standards |
| <input type="checkbox"/> Airpark Rule and Regulations                   | <input type="checkbox"/> Airport Wingspan Restriction Map    |
| <input checked="" type="checkbox"/> Airport Rules and Regulations       | <input type="checkbox"/> Receipt for Payment of Fees         |
| <input checked="" type="checkbox"/> Airport Minimum Operating Standards |  |

*Attach copies of applicable documents*

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Lease/License agreement | <input type="checkbox"/> FAA Certificates                          |
| <input type="checkbox"/> Sublease agreement                 | <input checked="" type="checkbox"/> Certificates of Insurance      |
| <input type="checkbox"/> Airport Driver/Vehicle Permit      | <input checked="" type="checkbox"/> Business/Privilege Tax License |

\*\*\*\*\*  
AIRPORT DIRECTOR'S COMMENTS

No stipulations

Approved by

W. H. Johnson  
Airport Director (or designee)

8/2/04  
Date signed

AIRPORT ADVISORY COMMISSION'S COMMENTS



**COMMISSION INFORMATION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Airport / Airpark  
Aeronautical Business Permit Additions, Cancellations,  
and Revocations.**Agenda Item No.:** \_\_\_\_**Meeting Date:** 08/11/04**Staff Contact:** Matt Johnson**Phone:** (480) 312-8475**INFORMATIONAL**

Review of Airport and Airpark Aeronautical Business Permit Additions, Cancellations, and Revocations.

**PURPOSE**

Per the request of the Airport Advisory Commission, a report will be provided on a monthly basis indicating additions, cancellations, and revocations of Airport and Airpark Aeronautical Business Permits.

**KEY CONSIDERATIONS**

- Attached is a current monthly tenant list of permittees.
- List will provide what type of aeronautical activity the business is conducting at the Airport/Airpark and contact information.
- Any additions, cancellations, and revocations will be highlighted on the tenant list.
  - Green indicates a new permittee
  - Yellow indicates a cancellation
  - Red indicates a revocation

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Scott T. Gray, C.M., C.A.E.  
Aviation Director

Attachment(s): (1) List of Current Airport/Airpark and Mobile Permittees

**Airport / Airpark Permittees and Major Tenants  
August 2004**

<b>BUSINESS NAME</b>	<b>ACTIVITY</b>	<b>LOCATED</b>	<b>PHONE</b>	<b>FAX</b>
ACCELERATED FLIGHT TRNG CTR	FLIGHT TRAINING	CJAC	480-483-9242	480-483-9241
AEROCARE	AIRCRAFT WASHING	MOBILE	480-513-4350	480-513-1012
AERO JET SERVICES	AIRCRAFT CHARTER/MGMT.	AIRPARK	480-922-7441	480-922-8297
AIR COMMERCE CENTER	OFFICE/HANGAR RENTAL	ACC	480-483-1985	480-483-1726
AIR GOURMET SCOTTSDALE	IN FLIGHT CATERING	MOBILE	480-314-4688	480-314-4699
AIRPARK PARTNERS LLC	HANGAR/SHADE LEASING	AIRPARK	480-585-7234	480-443-1726
AIR SERVICES INTERNATIONAL	HELICOPTER MTC. AND REPAIR	AIRPARK	480-948-2150	480-443-4987
AJ'S FINE FOODS	IN-FLIGHT CATERING	MOBILE	480-563-5070	490-949-2835
ALAMO/NATIONAL CAR RENTAL	CAR RENTALS	TERM	480-948-4884	480-948-7444
ARINC	AIRCRAFT MTC. AND REPAIR	SAC	719-550-8880	719-550-8883
ARIZONA FLIGHT WORKS	A/C LEASING/FLIGHT TRAINING	ACC	480-948-8017	480-948-9466
ARIZONA PIPER, L.L.C.	A/C SALES SERVICES	SFBO	480-214-0440	480-214-0441
ATS TOTAL AIRCRAFT SERVICE	AIRCRAFT WASHING	MOBILE	602-672-8229	602-956-4545
AVIATION DREAM WORKS INC	A/C SALES & MANAGEMENT	AIRPARK	480-998-4571	480-998-4572
AVIATION SALES INTERNATIONAL	AIRCRAFT SALES	AIRPARK	480-502-3004	480-502-9356
AVIS RENT A CAR SYSTEMS INC.	CAR RENTALS	AIRPARK	480-948-4993	602-273-3215
B & R INVESTMENTS	HANGAR/SHADE LEASING	ACC	480-483-1985	480-483-1726
BAKER AVIATION, L.L.C.	A/C LEASING & RENTAL SVCS.	ABC	480-419-6393	N/A
BALSON INVESTMENTS	HANGAR/SHADE LEASING	AIRPARK	480-922-9945	480-922-0839
BANCORP SERVICES	A/C SALES, MANAGEMENT & HANGAR/SHADE LEASING	AIRPARK	480-624-9017	480-624-9091
BARRON THOMAS	AIRCRAFT SALES	CJAC	480-951-6207	480-951-6229
BASHA'S INC./AJ'S FINE FOODS	IN FLIGHT CATERING	MOBILE	480-990-2484	480-949-2835
BATES FAMILY TRUST	HANGAR/SHADE LEASING	AIRPARK	480-443-8287	480-443-8385
BCO, LLC	HANGAR/SHADE LEASING	AIRPARK	480-922-0490	480-922-0839
BERNSTEIN, LEWIS, L.L.C.	FLIGHT TRAINING	ABC	602-617-3556	N/A
BIG SKY, LLC	HANGAR/SHADE LEASING	AIRPARK	480-609-4300	480-609-4344
BLUE FIG, THE	RESTAURANT	TERM	480-948-8585	480-905-3664
BONESTEEL, JUNE	FLIGHT TRAINING	CJAC	480-951-6249	480-569-1296
BRAINWASH LLC	HANGAR/SHADE LEASING	AIRPARK	480-609-1109	480-609-1159
BRO, KENT & BETSY	HANGAR/SHADE LEASING	AIRPARK	480-948-8955	480-948-8645
BUDGET RENT A CAR	CAR RENTALS	AIRPARK	602-683-9244	602-267-9504
BUSINESS AIRCRAFT MGMT	A/C SALES, MGMT, CHARTER	AIRPORT	480-905-8659	480-905-9365
CANYON COUNTRY AVIATION	AIRCRAFT SALES & MGMT.	AIRPARK	480-948-2052	480-948-2062
CHALPIN FAMILY ENTERPRISES	HANGAR/SHADE LEASING	AIRPARK	480-951-9000	480-951-0991
COCKPIT RESOURCE MGMT.	FLIGHT TRAINING	ACC	480-948-8017	480-948-9466
CORPORATE JETS	FIXED BASE OPERATOR (FBO)	CJ	480-948-2400	480-948-3874
CORPORATE JETS AVIATION	OFFICE/HANGAR RENTAL	CJAC	480-948-2400	480-948-3874
CREATIVE AIR, L.L.C.	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
DALLAS AIRMOTIVE	A/C TURBINE ENGINE REPAIR	AIRPARK	480-905-8788	480-905-8786
DESERT PEAK AVIATION	A/C LEASING MOBILE MTC.	MOBILE	602-954-9264	602-954-9264
DUNCAN AVIONICS	AVIONICS REPAIR	SFBO	480-922-3575	480-951-9234
DYNASTY AIR, INC.	A/C CHARTER SERVICES	SAC	480-991-3027	480-483-1516
E & J AVIATION	AIRCRAFT MAINTENANCE	MOBILE	602-270-5250	602-840-5598
EAGLE PRODUCE LTD.	HANGAR/SHADE LEASING	AIRPARK	480-998-1444	480-951-1392
ELSE EMOFF LIVING TRUST	HANGAR/SHADE LEASING	AIRPARK	480-991-7272	480-483-7674
ENTERPRISE RENT-A-CAR	CAR RENTAL	AIRPARK	480-315-8051	480-315-1938
EXECUTIVE AIRCRAFT MTC.	A/C MAINTENANCE	SFBO	480-991-0900	480-991-3067
EXECUTIVE FLIGHT SERVICES	A/C SALES	ACC	480-922-8681	480-951-4868
EXTREME HOLDINGS, INC.	A/C MANAGEMENT	AIRPARK	480-922-8681	480-951-4868
FAA CONTROL TOWER	CONTROL TOWER	TOWER	602-640-2600	N/A



FLIGHTWORKS EXEC CHARTER	A/C CHARTER AND MGMT. SVCS	AIRPARK	480-348-0223	480-348-0226
FLIGHTWORKS MAINTENANCE	A/C MAINTENANCE & REPAIR	ACC	480-348-0223	480-348-0226
FOUNDERS CORPORATE CTR.	HANGAR/SHADE LEASING	AIRPARK	480-922-0460	480-483-8409
GEMINI AIR GROUP	AIRCRAFT MANAGEMENT SVCS	AIRPARK	480-991-5387	480-991-3373
GRAND CANYON AIRLINES	SCENIC CHARTER TOURS	TERM	480-443-1927	480-443-1947
GRAYSTAR CORPRATION	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
GREENWAY HANGARS/SHADES	HANGAR/SHADE RENTAL	AIRPORT	480-990-1156	480-990-1156
HERTZ RENT-A-CAR	CAR RENTALS	TERM	480-609-6657	480-609-4318
JASON'S DELI	IN FLIGHT CATERING	MOBILE	480-443-3811	480-443-9718
JET PROS, L.L.C.	CHARTER/BROKERAGE	MOBILE	480-444-2452	480-575-9920
JETS ONLY	AIRCRAFT MANAGEMENT SVCS	AIRPARK	602-549-4549	480-659-6051
JMC AVIATION	AIRCRAFT SALES	AIRPARK	480-315-0829	480-315-0863
JOC, INC.	HANGAR/SHADE LEASING	AIRPARK	574-232-8213	574-232-8223
L & B MANAGEMENT	HANGAR/SHADE LEASING SVCS	AIRPARK	480-483-1985	480-483-1726
LAUCHNER, J.B.	AIRCRAFT SALES	AIRPARK	480-348-0715	480-348-0713
MOBILE INN ASSOCIATES, LP.	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
NELSON, ROBERT	HANGAR/SHADE LEASING	AIRPARK	480-991-1085	480-991-2393
PACIFIC MARINE MANAGEMENT	HANGAR/SHADE LEASING	AIRPARK	360-653-4266	360-659-4216
PACIFIC REALTY HOLDINGS LTD.	HANGAR/SHADE LEASING	AIRPARK	480-951-1212	480-951-3027
PAMPERED PALATE, THE	IN FLIGHT CATERING	MOBILE	480-949-9004	480-949-9004
PAR DEVELOPMENT, LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-1985	480-483-1726
PAULSEN HANGAR, LLC	HANGAR/SHADE LEASING SVCS	AIRPARK	480-991-5336	480-991-5537
PINNACLE AIR GROUP	AIRCRAFT MGMT & CHARTER	ACC	480-998-8989	480-922-6566
PINNACLE AVIATION	AIRCRAFT SALES	ACC	480-998-8989	480-922-6566
PLO PROPERTIES, LLC	HANGAR/SHADE LEASING	AIRPARK	480-948-3789	480-948-3610
PLUS 5 SPORT AERO	FLIGHT TRAINING	SFBO	602-971-3991	N/A
PRAGMATIC AVIATION	HANGAR/SHADE LEASING	AIRPARK	480-515-1411	480-563-8959
QUANTUM HELICOPTERS	HELICOPTER TRAINING	AIRPARK	480-814-8118	480-814-8737
REMINGTON'S CATERING	IN FLIGHT CATERING	MOBILE	480-951-5149	480-951-5152
RUSSELL, ROBERT R. (RUSSCOR)	HANGAR/SHADE LEASING	AIRPARK	480-951-0055	480-951-2211
SABENA AIRLINE TRAINING	FLIGHT TRAINING	ACC	480-948-4515	480-443-8861
SALSMAN, CARL	AIRCRAFT SALES	ABC	480-951-6270	480-951-6272
SAWYER AVIATION TRAINING	A/C RENTAL & FLIGHT TRAINING	SFBO	480-922-5221	480-922-5341
SAWYER CHARTER SERVICE	SALES & CHARTER	TERM	480-922-2723	480-922-5653
SCOTTSDALE AEROSUPPLY	PILOT SHOP	ABC	480-948-8994	480-951-7594
SCOTTSDALE AIRCENTER	FIXED BASE OPERATOR (FBO)	SAC	480-951-2525	480-951-2595
SCOTTSDALE AIRPARK FUND II	HANGAR/SHADE LEASING	AIRPARK	480-609-3936	480-596-1951
SCOTTSDALE FBO	FIXED BASE OPERATOR (FBO)	SFBO	480-443-7205	480-948-3874
SCOTTSDALE FLYERS	AIRCRAFT CHARTER MGMT.	ACC	480-922-8681	480-951-4868
SCOTTSDALE HANGAR ONE	HANGAR/SHADE LEASING	AIRPARK	480-797-1522	480-659-6051
SCOTTSDALE HELICOPTERS INC	FLIGHT TRAINING	AIRPARK	480-951-6282	480-951-6287
SIMCON TRAINING CENTER	SPECIALIZED FLIGHT TRAINING	AIRPARK	480-905-3040	480-951-2709
SKY PEAK LLC	HANGAR/SHADE LEASING	AIRPARK	480-483-8107	480-483-8172
SMITH AIRCRAFT SERVICES, INC.	AIRCRAFT MAINTENANCE	MOBILE	602-885-6020	N/A
SOMETHING SPECIAL CATERING	IN FLIGHT CATERING	MOBILE	480-595-8512	480-575-9218
SONORAN CHARTERS LLC	AIRCRAFT CHARTER	AIRPARK	480-998-4849	480-998-4628
SOUTHWEST FLIGHT CENTER	TRAINING/RENTALS, MAINT/REP	ABC/APK	480-991-2880	480-991-2968
SOUTHWEST JET AVIATION	A/C SALES, CHARTER, MGMT.	AIRPARK	480-991-7076	480-991-8511
SOUTHWEST JET CORP. CENTER	HANGAR/SHADE LEASING	AIRPARK	480-991-7076	480-991-8511
SWIFT AVIATION SERVICES	MTC/REPAIR, AVIONICS	MOBILE	602-273-3770	602-244-2076
TELESPECTRA, LLC	HANGAR/SHADE LEASING	AIRPARK	602-274-5718	602-882-8192
THUNDERBIRD PROPERTIES	HANGAR/SHADE LEASING	AIRPARK	480-998-7476	480-998-9390
TURBO NATIONAL	AIRCRAFT SALES	SAC	480-948-1993	480-991-2363

UNIVERSAL HELICOPTERS INC.	TRAINING, LEASING/PHOTO	CJAC	480-951-6283	480-951-6285
US AVIONICS	AVIONIC SALES/REPAIR	AIRPARK	480-948-2620	480-948-0334
US CUSTOMS	FEDERAL CUSTOMS OFFICE	ABC	480-312-8483	480-312-8485
VERIDIAN AVIATION	AIRCRAFT MANAGEMENT	ABC	480-922-1333	480-922-1326
WALLACE HOLDINGS, LLC	HANGAR/SHADE LEASING	AIRPARK	480-998-8861	480-998-0388
WARREN, JAMES	HANGAR/SHADE LEASING	AIRPARK	650-529-9591	650-529-9592
WEST COAST WASH STATION	AIRCRAFT WASHING	MOBILE	602-237-3811	N/A
WESTCOR AVIATION	CHARTER/HELO MAINTENANCE/ HANGAR/SHADE LEASING	AIRPARK	480-991-6558	480-991-7827
WINDMILL INNS OF AMERICA	HANGAR/SHADE LEASING	AIRPARK	480-443-0909	480-443-7635
15230 N. 75 <sup>TH</sup> STREET	HANGAR/SHADE LEASING	AIRPARK	602-955-3500	602-955-2828

ABC = Aviation Business Center, 15041 N. Airport Drive, Scottsdale, AZ 85260  
 ACC = Air Commerce Center, 14605 N. Airport Drive, Scottsdale, AZ 85260  
 AIRPARK = Various approved Airpark business locations  
 CJ = Corporate Jets, Inc., 14600 N. Airport Drive, Scottsdale, AZ 85260  
 CJAC = Corporate Jets Aviation Center, 14700 N. Airport Drive, Scottsdale, AZ 85260  
 SAC = Scottsdale Air Center, 15290 N. 78<sup>th</sup> Way, Scottsdale, AZ 85260  
 SFBO = Scottsdale FBO, 15115 N. Airport Drive, Scottsdale, AZ 85260  
 TERM = Scottsdale Airport Terminal, 15000 N. Airport Drive, Scottsdale, AZ 85260  
 TOWER = FAA Air Traffic Control Tower, 14960 N. 78<sup>th</sup> Way, Scottsdale, AZ 85260

**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Consider a Motion to Approve the Conceptual Site Plan for the Terminal Access Road and Parking Lot Improvements.**Agenda Item No.:** \_\_\_\_**Meeting Date:** 08/11/04**Staff Contact:** Gary Mascaro, C.M.**Phone:** (480) 312-7735**ACTION**

Airport Advisory Commission considers a motion to approve the conceptual site plan for the terminal access road and parking lot improvements.

**PURPOSE**

Parking needs for businesses and tenants at the airport terminal have increased, and existing parking is being used near capacity.

**KEY CONSIDERATIONS**

- Adequate parking at Scottsdale Airport is one element of the Airport's comprehensive Master Plan.
- Following a Terminal Circulation Study Update for the Airport, circulation and parking improvements have been proposed for the terminal area.
- The proposed improvements support the Airport's efficiency, vitality, and unique character.
- A total of 114 new spaces are planned, including six ADA and 16 designated for rental cars.
- Traffic circulation in the terminal area will be improved.
- A public open house was held to provide an overview of the parking facility proposal, and to allow for discussion with community members.

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Scott T. Gray, C.M., C.A.E.  
Aviation Director

Attachment(s): (1) Conceptual Site Plan

Action  
Taken



**COMMISSION ACTION REPORT****TO: Airport Advisory Commission****FROM: Airport Staff****SUBJECT/PROJECT NAME:** Consider Motion to Recommend to the City Council to AUTHORIZE Agreement No. 2000-053A-COS a Lease Amendment between the City of Scottsdale and Blue Fig, L.L.C.**Agenda Item No.:** \_\_\_\_**Meeting Date:** 08/11/04**Staff Contact:** Gary Mascaro, C.M.**Phone:** (480) 312-7612**ACTION**

Airport Advisory Commission considers recommending that the City Council:

AUTHORIZE Lease Amendment #2000-053A-COS for Blue Fig, L.L.C.

**PURPOSE**

The approval of this lease amendment will allow Blue Fig, L.L.C., to modify their minimum hours of operation from 7:00 A.M. to 5:00 P.M. to 7:00 A.M. to 3:00 P.M. Blue Fig, L.L.C., will continue to have the ability to remain open for business longer than the minimum requirements. The City also reserves the right to require the Blue Fig, L.L.C. to remain open until 9:00 P.M. if public demand requires additional hours without another lease amendment.

**KEY CONSIDERATIONS**

- Blue Fig, L.L.C. is an established tenant in the Airport Terminal Building since March 31, 2003.
- The amendment will help facilitate the restaurant to close earlier during slower times of the week and to prevent additional unnecessary overhead costs.

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Scott T. Gray, C.M. C.A.E.  
Aviation Director

Attachment(s): (1) Lease Amendment No. 2000-053A-COS

Action  
Taken

WHEN RECORDED RETURN TO:  
City of Scottsdale  
One Stop Shop/Records  
(Gary Mascaro)  
7447 E. Indian School Road, Suite 100  
Scottsdale, AZ 85251

C.O.S. Contract No. 2000-053A-COS  
(airport restaurant)

### FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2004 by and between the City of Scottsdale, an Arizona municipal corporation ("Lessor") and Blue Fig LLC, an Arizona limited liability company ("Lessee").

### WITNESSETH

- A. Lessor is the owner of certain real property (the "Property") located at the Scottsdale airport in the City of Scottsdale, Maricopa County, Arizona, and more particularly described on Exhibit "A" attached hereto.
- B. Lessor and D'Atri's Gourmet Foods, Inc., an Arizona corporation ("Original Lessee") were the original parties to that certain Lease Agreement dated May 1, 2000 and recorded May 10, 2000 at document No. 00-0357486 of the public records of Maricopa County, Arizona (the "Original Agreement").
- C. Lessor is the lessor and Lessee warrants and represents to Lessor to be the successor to the Original Lessee under the Original Agreement.
- D. In light of subsequent events and circumstances, Lessor and Lessee have determined that the purposes of the Original Agreement can be better achieved if certain changes are made to the Original Agreement.
- E. Undefined terms capitalized in this Agreement have the meanings assigned in the Original Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and representations contained herein, Lessee and Lessor agree as follows:

1 Change to Hours of Operation. The following changes are hereby made to paragraph 5.5 of the Original Agreement:

- 1.1 In the first sentence, change "5:00 P.M." to "3:00 P.M."
- 1.2 Add the following sentence to the end of paragraph 5.5:



Any variation from the required hours of operation shall require Lessor's consent, which Lessor may grant, withhold, or retract from time to time, upon such conditions as Lessor may impose.

2 Recording. Within ten (10) days after the date of this Amendment, Lessee shall cause this Amendment to be recorded in the office of the Maricopa County Recorder.

3 No Further Amendment. Except as expressly amended by specific provisions of this Amendment, the Original Agreement and the parties' respective rights and obligations related to the Original Agreement are not affected by this Amendment.

4 Lessee's Prior Assignees. Lessee warrants and represents that instruments in substantially the form attached hereto as Exhibit "B" (the "Lienholder Consents") have been executed and acknowledged by each person having or claiming a lien or other interest in or under the Original Agreement whereby such persons join in this Amendment and subject and subordinate their interests to this Amendment and all requirements, provisions and conveyances of this Amendment. Such Lienholder Consents shall be attached to and recorded with this Amendment.

EXECUTED as of the date first given above.

Lessee: **BLUE FIG LLC**, an Arizona limited liability company

By: Lan-Vi Tran  
Lan-Vi Tran  
Its managing member

City: **CITY OF SCOTTSDALE**, an Arizona municipal corporation

By: Mary Manross  
Mary Manross, Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

Joseph R. Bertoldo  
Joseph R. Bertoldo, City Attorney

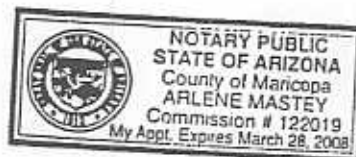
STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me this 9 day of JUNE, 2004 by Lan-Vi Tran, managing member of Blue Fig LLC, an Arizona limited liability company.

Arlene Mastey  
Notary Public

My Commission Expires:

3/28/08



STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by Mary Manross, Mayor of the City of Scottsdale, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



CONSENT TO FIRST AMENDMENT TO LEASE AGREEMENT

The undersigned, having or claiming a lien or other interest in the leasehold interest under the Original Agreement as defined in the First Amendment to Lease Agreement to which this consent is attached hereby joins in said Amendment and subjects and subordinates its interests to said Amendment and its requirements.

EXECUTED as of the date first given above.

By:  
Its:

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Exhibit "B"

### CONSENT TO FIRST AMENDMENT TO LEASE AGREEMENT

The undersigned, having or claiming a lien or other interest in the leasehold interest under the Original Agreement as defined in the First Amendment to Lease Agreement to which this consent is attached hereby joins in said Amendment and subjects and subordinates its interests to said Amendment and its requirements.

EXECUTED as of the date first given above.

ZIONS BANK

By:  
Its:

[Signature]  
KEVIN MURPHY, VICE PRESIDENT

STATE OF ARIZONA )  
County of Maricopa ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ a

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of SacramentoOn 5/21/04  
(Date)before me, Susan C. Wiberg, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared

Name(s) of Signer(s)

Kevin Murphy

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the document.



WITNESS my hand and official seal.

Susan C. Wiberg  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

## Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

## Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

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Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner - ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

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Signer is Representing: \_\_\_\_\_



## COMMISSION ACTION REPORT

**TO: Airport Advisory Commission**

**FROM: Airport Staff**

**SUBJECT/PROJECT NAME:** Consider Adoption of Resolution No. 6499 Authorizing Intergovernmental Agreements 2004-094-COS, 2004-113-COS, 2004-112-COS, and 2004-095-COS with the Federal Aviation Administration (FAA) and the Arizona Department of Transportation (ADOT) to provide Runway Safety Area Improvements at Scottsdale Airport.

**Agenda Item No.:** \_\_\_\_

**Meeting Date:** 08/11/04

**Staff Contact:** Chris Read

**Phone:** (480) 312-2674

## ACTION

Airport Advisory Commission considers recommending that the City Council:

ADOPT Resolution No. 6499, authorizing IGA Nos. 2004-094-COS and 2004-113-COS with the Federal Aviation Administration (FAA) and authorizing IGA Nos. 2004-112-COS and 2004-095-COS with the Arizona Department of Transportation – Aeronautics (ADOT) for runway safety area improvements that involve the placement of approximately 411,000 square yards of crushed rock material. This material will be placed over the unpaved areas located around the airport's runway and taxiways.

## PURPOSE

These two airport improvement grants will fund the project # 04PB137 (Airport Runway Safety Area Improvements). This project will involve the placement of approximately 411,000 sq. yards of 2 to 4 inch crushed rock material in the unpaved areas adjacent to the runway and taxiways. This material will served to eliminate erosion in the safety areas and to eliminate the problem of dirt and debris being blown onto the airport pavement areas.

## KEY CONSIDERATIONS

- The project is expected to cost \$2,275,788. Two FAA Airport Development grants (totaling approximately \$2,143,876) and two ADOT – Aeronautics grants (totaling approximately \$65,956) will fund most of the costs. The City grant match of \$65,956 will be funded by Aviation Enterprise funds. The grants will be used for the Airport Runway Safety Area Improvements project approved in the FY 2005 Airport Capital Improvement Program.
- The project will be completed in two phases, the first from mid September to late October and the second from the beginning of June to mid July.
- Both phases of the project will be completed at night from 9:00 p.m. to 6:00 a.m., five nights a week, for five weeks.
- The runway will be closed during the times and dates listed above. The runway will remain open during the day for the entire project.
- Palm Springs International Airport currently has this same material in all of its safety areas and the staff there expressed 100% satisfaction with its performance.
- Scottsdale Airport averages approximately 5 operations per night between the hours of 10 p.m. and 6 a.m. during the project timeframes.

\_\_\_\_\_  
Scott T. Gray, C.A.E.  
Aviation Director

Attachment(s): (1) Resolution No. 6499  
(2) FAA Grant Agreement 3-04-0032-19  
(3) FAA Grant Agreement 3-04-0032-20  
(4) ADOT Grant Agreement E4F06  
(5) ADOT Grant Tentative Allocation Letter

Action  
Taken



U.S. Department  
of Transportation

Federal Aviation  
Administration

GRANT AGREEMENT  
Part I - Offer

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Date of Offer August 4, 2003

Scottsdale Municipal Airport /Planning Area

Project No. 3-04-0032--19

Contract No. DTFA08-03-C-21613

TO: City of Scottsdale, Scottsdale, Arizona  
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration,  
herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA Project Application dated December 30, 2002, for a grant of Federal funds for a project at or associated with the Scottsdale Municipal Airport/Planning Area which Project Application, as approved by the FAA, is hereby incorporated herein and made part hereof; and

WHEREAS, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

Runway 3/21 Safety Area erosion control (approx. 170,000 S.Y.) including drainage, filling and grading, Phase 1.

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Airport and Airway Improvement Act of 1982, as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987, herein called the "Act," and/or the Aviation Safety and Noise Abatement Act of 1979, and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 91.06% percent of those eligible project costs.

The Offer is made on and subject to the following terms and conditions:

**Conditions**

1. The maximum obligation of the United States payable under this offer shall be \$364,240.00.

For the purposes of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 512(b) of the Act, the following amounts are being specified for this purpose:

\$	0.00	for planning
\$364,240.00		for airport development or noise program implementation.

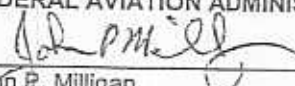
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The Sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor by the sponsor on or before August 29, 2003 or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons, who may arise from, or be incident to, compliance with this grant agreement.
9. The attached Part V Assurances dated 9/99, incorporated hereto with the Grant Offer, are hereby substituted in lieu of those in the Sponsor's Project Application and made a part hereof.



10. It is understood and agreed by and between the parties hereto that this Grant Offer is made and accepted upon basis of preliminary plans and specifications; and the parties agree that within 90 calendar days from the date of acceptance of this Grant Offer, the Sponsor shall furnish final plans and specifications to the FAA, and that no construction work will be commenced hereunder, and that no contract will be awarded for the accomplishment of such work until the said final plans and specifications have been approved by the FAA; and the parties do further agree that any reference made in this Grant Offer or in aforesaid Application to plans and specifications shall be considered as having reference to said final plans and specifications as approved.
11. Buy American Requirement. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States, to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
12. Air and Water Quality: Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.
13. Pavement Maintenance Management Program: For a project to replace or reconstruct pavement at the airport, the sponsor shall implement an effective pavement maintenance management program as is required by Airport Sponsor Assurance Number 11. The sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. As a minimum, the program must conform to the provisions in the attached outline entitled "Pavement Maintenance Management Program".
14. Informal Letter Amendment of AIP Projects: It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
15. Maximum Obligation increase for non primary Airports: In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects;
  - c. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. Letter of Credit: The Sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

  
John P. Milligan  
Supervisor, Arizona Standards Section

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and an incorporated material referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.


Executed this 7 day of AUGUST, 2003

CITY OF SCOTTSDALE  
(Name of Sponsor)

(SEAL)



By

  
(Sponsor's Designated Official Representative)

Title

AVIATION DIRECTOR

Attest:

Gary P. Mascaro

Title:


Assistant Aviation Director

CERTIFICATE OF SPONSOR'S ATTORNEY

I, PAUL M. MARRAS, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at SCOTTSDALE, ARIZONA this 7<sup>th</sup> day of AUGUST, 2003

  
Signature of Sponsor's Attorney



**U.S. DEPARTMENT  
OF TRANSPORTATION**

**FEDERAL AVIATION  
ADMINISTRATION**

**GRANT AGREEMENT**

**Part I - Offer**

Date of Offer: July 16, 2004

Scottsdale Airport/Planning Area

Project No: 3-04-0032-020-2004

Contract No: DTFA08-04-C-21751

**TO: City of Scottsdale, Arizona**  
(herein called the "Sponsor")

**FROM:** The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA Project Applications dated 12/30/02, for a grant of Federal funds for a project at or associated with the **Scottsdale Airport/Planning Area** which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

**WHEREAS**, the FAA has approved a project for the Airport or Planning Area (herein called the "Project") consisting of the following:

**Improve Runway 3-21 safety area (approx. 411,000 S.Y.), phase 2.**

all as more particularly described in the Project Application.

NOW THEREFORE, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 95.00 per centum thereof.

The Offer is made on and subject to the following terms and conditions:

#### Conditions

1. The maximum obligation of the United States payable under this offer shall be **\$1,436,771.00** For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  
  
\$                    for planning  
**\$1,436,771.00** for airport development or noise program implementation.
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before 7/28/04 or such subsequent date as may be prescribed in writing by the FAA.
7. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.
8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **ASSURANCES AIRPORT SPONSORS:** The attached Assurances Airport Sponsors dated 09/99, incorporated hereto with the Grant Offer, are hereby substituted in lieu of those in the Sponsor's Project Application and made a part hereof.
10. **LETTER OF CREDIT:** The sponsor agrees to request cash draw downs on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
11. **INFORMAL LETTER AMENDMENT OF AIP PROJECTS:** It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
12. **BUY AMERICAN REQUIREMENT.** Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this special condition.
13. **MAXIMUM OBLIGATION INCREASE FOR NONPRIMARY AIRPORTS:** In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. may not be increased for a planning project;
  - b. may be increased by not more than 15 percent for development projects;
  - c. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

Eric Vermeeren  
Eric Vermeeren  
Acting Supervisor, Arizona Standards Section

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

Executed this 19 day of July, 2004



(SEAL)  
(Sponsor's Designated Official Representative)

Attest: Gary P. Mascaro  
Title: Assistant Aviation Director

City of Scottsdale, Arizona

By: [Signature]  
Title: AVIATION DIRECTOR

CERTIFICATE OF SPONSOR'S ATTORNEY

I, PAUL M. NORMAN, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arizona. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at SCOTTSDALE, ARIZONA this 19<sup>th</sup> day of JULY, 2004

Paul M. Norman  
Signature of Sponsor's Attorney

Arizona Department of Transportation  
Aeronautics Division

AIRPORT DEVELOPMENT REIMBURSABLE GRANT AGREEMENT

Design/Construction

Part I

This Agreement is entered into this 17<sup>th</sup> day of November, 2003, by and between the State of Arizona acting by and through the Arizona Department of Transportation, Aeronautics Division, herein referred to as the "State" and the City of Scottsdale, a political subdivision of the State of Arizona, herein referred to as the "Sponsor" for a grant of State funds for the purpose of aiding in financing a Project of design/construction, hereinafter called the "Project", for the improvement of the Scottsdale Airport, hereinafter called "Airport".

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the State Transportation Board Approval. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within one year of the State Transportation Board Approval. This Project will consist of the airport improvements as described in Exhibit A. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.
- 3) The Sponsor represents that its governing body has formally authorized the acceptance of this Agreement. This Agreement shall be signed by an official with the authority to bind the Sponsor contractually and shall be approved as to form by the Sponsor's attorney, who shall certify that the Sponsor's acceptance constitutes a legal and binding obligation of the Sponsor and is within the Sponsor's powers and authority as granted by law.



- 4) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit A, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 5) The Sponsor shall comply with the General Provisions and abide by and enforce the Sponsor Assurances incorporated herein as Exhibits B and C respectively.

#### Obligations

- 1) The minimum funding participation from the Sponsor shall be four and forty-seven one-hundredths percent (4.47 percent) of allowable costs for this Federal/State/Local as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be seventeen thousand, eight hundred and eighty dollars (\$17,880.00).
- 3) If this is a State/Local grant and in the event that the FAA provides funding for this Project, the State participation shall be a minimum of fifty percent (50%) of the non-federal share of the eligible items up to the maximum reimbursement stated above.
- 4) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or June 30, 2006, whichever is earlier.
- 5) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not entered the design stage within one year of the State Transportation Board Approval or at any time, if not entered into the construction phase. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 6) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.

#### Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after January 1, 2003 shall be considered eligible for reimbursement provided that said costs are directly related to the development of the Project on which this Agreement is written.

### Part II

The Sponsor hereby represents and certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure seventeen thousand, eight hundred, and eighty Dollars (\$ 17,880 ), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

These funds have, or will be, encumbered  
(enter local funding type and location)

- 3) The Sponsor possesses legal authority to apply for the grant and that a resolution, motion or similar action has been duly adopted or passed as an official act of the Sponsor's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sponsor to act in connection with this application and to provide such additional information as may be required.

The Sponsor hereby designates Scott T. Gray Aviation Director  
Name Title

to receive payments representing the State's share of project costs.

15000 North Airport Dr., Ste. 200

Address

Scottsdale

Arizona


City

State

85260

Zip

Phone: ( 480 ) 312.7735 Fax: ( 480 ) 312.8480

  
Signature of Sponsor's Representative

Aviation Director

Title of Representative


Date: 10/27/03

#### Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Project Schedules
- Exhibit B - General Provisions
- Exhibit C - Sponsor Assurances

Date of Transportation Board Approval: 09/19/03

Signature of Aeronautics Division Representative: 

Date: 09/26/03

STATE:

State of Arizona  
Department of Transportation  
Aeronautics Division

By: [Signature]

Title: Director

Date: 11/17/03

SPONSOR:

City of Scottsdale  
Scottsdale Airport

By: [Signature]

Title: Aviation Director

Date: 10/27/03

WITNESSED BY:

Signature: [Signature]

Print Name: Ed Sustera

Date: 11/17/03

WITNESSED BY:

Signature: [Signature]

Print Name: Gary P. Mascaro

Date: 10-27-03

APPROVAL AS TO FORM:

[Signature]  
Legal Counsel for Sponsor

Date: 10/31/03



EXHIBIT A

## Project Schedules

The Schedule Forms are intended to identify and monitor basic milestones that will be encountered during various phases of your Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones. Schedule One is to show total costs with each State and Federal and Local shares. Schedule Two is to show State funds only. This reimbursement schedule will be used to keep track of a project's progress. Be sure to develop a realistic schedule. Schedule Three is to show only anticipated dates of milestones.

As the project progresses, and the original reimbursement schedule and or milestone dates change, you must submit a revised Schedule. We need the most accurate information you can supply in order for us to manage the cash flow requirements of the program.

### Schedule One

#### Project Description and Funding Allocation

## Detailed Project Description:

Runway 3/21 Safety Area Erosion Control (170,000 SY) including drainage, filling and grading, Phase 1  
(Match to AIP #3-04-0032-19).

Grant Administration

Project Cost Area	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design Engineering Services	\$ 0	\$ 0	\$ 0	\$ 0
Construction	\$ 358,000	\$ 16,002	\$ 325,995	\$ 16,003
Construction Inspection/Survey	\$ 35,000	\$ 1,565	\$ 31,871	\$ 1,564
Sponsor Administration	\$ 2,000	\$ 89	\$ 1,821	\$ 90
Sponsor Force Account Work**	\$ 0	\$ 0	\$ 0	\$ 0
Other Grant Admin.	\$ 5,000	\$ 224	\$ 4,553	\$ 223
Total Project Costs	\$ 400,000	\$ 17,880	\$ 364,240	\$ 17,880

\* Total of this column to be used in Schedule Two.

\*\* All force account work is to be approved by ADOT prior to the grant agreement being signed.

## Schedule Two Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State Grant Funds Only, for this Project. All projections must include all consulting and contractor services and any Sponsor-based needs. This reimbursement schedule will be used to keep track of a project's progress. Be sure to develop a realistic schedule. It is the Sponsor's decision when to request State funds.

### Instructions:

- 1) In the entry "Total State Funds" below, enter the total State funds from Schedule One, "Estimated State Share Column, Total Project Costs Row" above.
- 2) For each month/year, indicate the projected reimbursement amount for State Funds Only (use whole dollars only, e.g. \$540, or \$1300).
- 3) Continue the process by entering a Zero (0) in the month/year for which no reimbursement is requested and/or a dollar amount of the reimbursement, until the total State dollars are expended.

**Total State Funds:** \$ 17,880.00 (must match amount in Schedule One, State Share Total above)

State Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec
2004	\$	\$	\$	\$	\$	\$ 500
2005	\$	\$	\$	\$	\$	\$
2006	\$	\$	\$	\$	\$	\$
2007	\$	\$	\$	\$	\$	\$
2008	\$	\$	\$	\$	\$	\$
State Fiscal Year	Jan	Feb	Mar	Apr	May	Jun
2004	\$	\$	\$	\$	\$	\$
2005	\$ 500	\$ 5,000	\$ 6,000	\$ 5,880	\$	\$
2006	\$	\$	\$	\$	\$	\$
2007	\$	\$	\$	\$	\$	\$
2008	\$	\$	\$	\$	\$	\$

### Schedule Three Project Milestones

#### Milestone Duration Model

To help with developing your project schedules, the following duration periods are intended to provide a model for you to consider. Our experience indicates these are average time periods (in calendar days), but it is understood these periods may vary by Airport and Project, and are subject to modification. If an entry on the form is not applicable write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) Duration of the Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) Construction Phase duration is dependent upon the type of Project, generally ninety (90) days to three hundred sixty (360) days.
- 5) Aeronautics review periods should be fifteen (15) days.

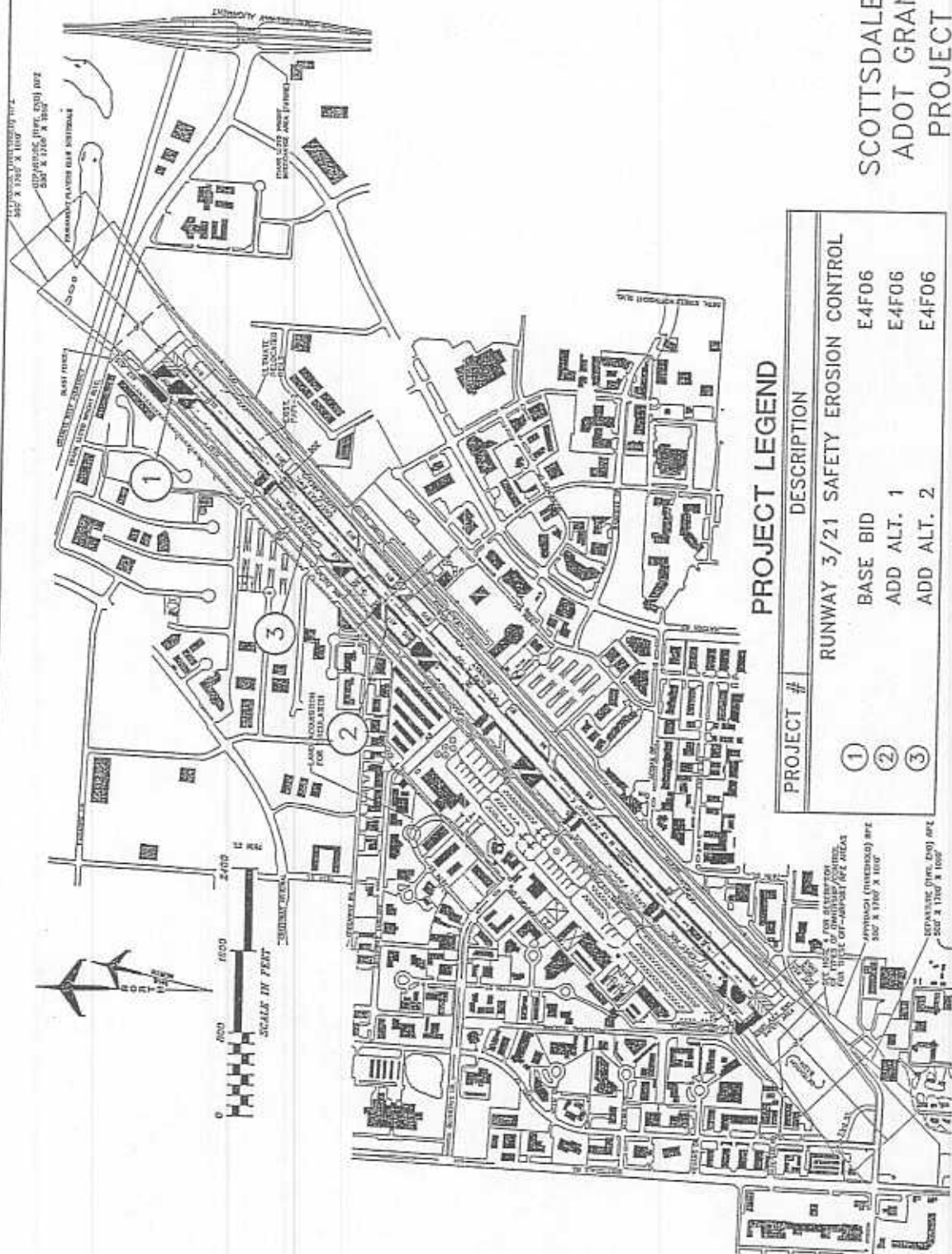
*(Do Not Write In Shaded Areas)*

Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
<b>Consultant Selection Phase</b>					
Submit Scope/RFP for ADOT Review		Complete		Complete	
Submit Contract for ADOT Review		Complete		Complete	
Award Consultant Contract		Complete		Complete	
<b>Design &amp; Engineering Phase</b>					
Sponsor Issue Notice To Proceed/Start Design		N/A		N/A	
Conduct 30% Design Review at Aeronautics Division		N/A		N/A	
<b>Bidding Phase</b>					
Issue Invitation for Bids		12/5/03		1/6/04	
Submit Bid Tab for ADOT Review		1/7/04		1/13/04	
Award Construction Contract		1/13/04		1/14/04	
<b>Project Milestones</b>					
Construction Phase		2/2/04		4/3/04	
Final Inspection		4/16/04		4/16/04	
Submit As-Built		4/30/04		4/30/04	
Submit Final Reimbursement Request		4/30/04		4/30/04	

PROJECT #	DESCRIPTION
	RUNWAY 3/21 SAFETY EROSION CONTROL
①	BASE BID E4F06
②	ADD ALT. 1 E4F06
③	ADD ALT. 2 E4F06

SCOTTSDALE AIRPORT  
ADOT GRANT E4F06  
PROJECT SKETCH







Janet Napolitano  
Governor

Victor M. Mendez  
Director

# Arizona Department of Transportation Aeronautics Division

Post Office Box 13588 Phoenix, Arizona 85002-3588

Gary Adams  
Division Director

June 16, 2004

Mr. Scott Gray  
Scottsdale Airport Director  
15000 North Airport Drive  
Scottsdale, Arizona 85260

Re: ADOT Matching Funds for Federal Grant AIP 20

Dear Scott:

The Arizona Department of Transportation, Aeronautics Division has a long-standing policy of funding one-half of the sponsor's share of an FAA Airport Improvement Grant (AIP). Your request for a State Matching Grant to AIP 3-04-0032-20 to "Improve Runway 3/21 Safety Area, Phase 2" will be scheduled to go to the State Transportation Board when all the federal requirements have been met. The Aeronautics Division is prepared to recommend approval of this project at that time providing that State funding is available. The State Transportation Board has approved all requests for State matching funds for FAA grants for over 20 years.

If you have any questions, please contact me at [esuserud@dot.state.az.us](mailto:esuserud@dot.state.az.us) or 602-294-9144.

Sincerely,

Ed Suserud  
Airport Projects Manager

